# MALLARD POINTE

#### (PLAT AMENDMENT) À PLAT COMMUNITY

A PORTION OF THE SW 1/4, OF THE NW 1/4, SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. CITY OF ISSAQUAH, KING COUNTY, WASHINGTON

#### **DEDICATION/DECLARATION**

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND TRACTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS BINDING SITE PLAN FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS BINDING SITE PLAN AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, HEREBY WAIVE AND RELEASE, FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ALL CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER AGAINST THE CITY OF ISSAQUAH, AND ITS EMPLOYEES, OFFICERS, AGENTS, SUCCESSORS AND ASSIGNS, INCLUDING THOSE WHICH MAY RESULT FROM THE ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF ROADS, DRAINAGE SYSTEMS, OR OTHER AREAS DEDICATED TO THE PUBLIC WITHIN THE LAND HEREBY SUBDIVIDED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF ISSAQUAH, AND ITS EMPLOYEES, OFFICERS, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER, INCLUDING THOSE RESULTING FROM ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THE LAND HEREBY SUBDIVIDED OR FROM THE ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF ROADS, DRAINAGE SYSTEMS, OR OTHER AREAS DEDICATED TO THE PUBLIC WITHIN THE LAND HEREBY SUBDIVIDED, WHETHER BROUGHT BY THE UNDERSIGNED OWNERS OR A THIRD PARTY.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS.

STEVE BURNSTEAD	CONSTRUCTION.	LLC.	Α	WASHINGTON	LIMITED	LIABILITY	COMPANY

BY:	LEO SUVER		

ACKN	IOWLEI	DGEM	<b>ENTS</b>

ITS: PRESIDENT

SIGNATURE:

STATE OF WASHINGTON	)		
COUNTY OF	)SS )		
ON	BEFORE ME,	, NOTAR	Y PUBLIC, PERSONALLY
APPEARED			

PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS	MY	HAND	AND	OFFICIAL	SEAL.

## LEGAL DESCRIPTION

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN,

IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH 1'55'07" WEST ALONG THE WEST LINE OF SAID SECTION 1,312.26 FEET TO THE NORTHWEST CORNER OF

THENCE SOUTH 88"16'22" EAST ALONG SAID NORTH LINE OF SAID GOVERNMENT LOT, 1,338.40 FEET TO THE NORTHEAST

CORNER OF SAID GOVERNMENT LOT; THENCE SOUTH 1'25'15" WEST ALONG THE EAST LINE THEREOF 70.70 FEET TO THE SOUTH LINE OF THE NORTH 70.70 FEET OF SAID GOVERNMENT LOT AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 1"25'15" WEST ALONG SAID EAST LINE 1,246.07 FEET TO THE SOUTHEAST CORNER OF SAID

THENCE NORTH 88'04'47" WEST ALONG THE SOUTH LINE THEREOF 332.64 FEET TO INTERSECT THE NORTHEASTERLY MARGIN OF THE RIGHT OF WAY FOR EAST LAKE SAMMAMISH PARKWAY S.E. AS NOW LOCATED AT A POINT ON THE ARC OF

A CURVE FROM WHICH THE CENTER LIES SOUTH 59°46'33" WEST 1,546.06 FEET DISTANT; THENCE NORTHWESTERLY ALONG SAID CURVE AND MARGIN, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°34'10", AN ARC

LENGTH OF 312.19 FEET;

THENCE NORTH 34°34'26" WEST ALONG SAID MARGIN 106.71 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES SOUTH 44"19'22" WEST 1,563.06 FEET DISTANT;

THENCE NORTHWESTERLY ALONG SAID CURVE AND MARGIN TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4\*57'59", AN ARC LENGTH OF 135.49 FEET TO A POINT OF REVERSE CURVATURE AND THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET;

THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89"3"57" AN ARC LENGTH OF 54.51 FEET TO A POINT OF TANGENCY ON THE SOUTHEASTERLY MARGIN OF S.E. 43RD WAY (228TH AVENUE S.E.) AS

THENCE NORTH 38'35'20" EAST ALONG SAID MARGIN 299.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,474.39 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 12'00'00", AN ARC LENGTH OF

308.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 26'35'20" EAST ALONG SAID MARGIN 282.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING

A RADIUS OF 530.96 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE, OF 1'59'37" AN ARC LENGTH OF 18.46 FEET TO SAID SOUTH LINE OF THE NORTH 70.70 FEET;

THENCE SOUTH 8816'22" EAST ALONG SAID LINE 216.90 FEET TO THE TRUE POINT OF BEGINNING.

#### **AMENDMENT NOTE**

THE PURPOSE OF THIS AMENDMENT IS TO REPLACE THE IMPERVIOUS AREA TABLE AS SHOWN ON SHEET 6, CITY OF ISSAQUAH PLAT NUMBER FP20-00001, RECORDED UNDER KING COUNTY RECORDING NUMBER 20210303002697. THE REVISED IMPERVIOUS AREA TABLE IS DISPLAYED ON SHEET 6 ON THIS PLAT AMENDMENT. NO OTHER CHANGES HAVE BEEN MADE TO SAID PLAT.

EXAMINED AND APPROVED THIS	DAY OF	20
LAND DEVELOPMENT MANAGER, CITY OF	ISSAQUAH D.S.D.	
EXAMINED AND APPROVED THIS	DAY OF	20
D.S.D. ENGINEER, CITY OF ISSAQUAH		
CITY OF ISSAQUAH FINAN	CE DEPARTMEN	NT CERTIFICATE
		ASSESSMENTS FOR WHICH THE PROPERTY HEREIN OF CERTIFICATION HAVE BEEN DULY PAID, SATISFIED O
THIS DAY OF	:	20
CITY OF ISSAQUAH FINANCE DIRECTOR		
EXAMINED AND APPROVED THIS	DAY OF	20
MAYOR, CITY OF ISSAQUAH	ATTEST:	CLERK OF THE CITY OF ISSAQUAH
KING COUNTY DEPARTME	NT OF ASSESSI	MENTS
EXAMINED AND APPROVED THIS	DAY OF	20
KING COUNTY ASSESSOR		DEPUTY KING COUNTY ASSESSOR
TAX PARCEL NUMBER: 162406-9007		
KING COUNTY FINANCE D		TICATE AT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS
CERTIFIED TO THIS OFFICE FOR COLLEC	TION AND THAT ALL SF	THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS PECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR PEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER
		20
THIS DAY OF		

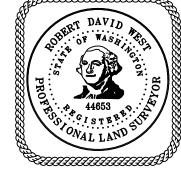
## SURVEYOR'S CERTIFICATE

STATE OF WASHINGTON

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF STEVE BURNSTEAD CONSTRUCTION, LLC, A WASHINGTON LIMITED LIABILITY COMPANY ON \_ \_. I HEREBY CERTIFY THAT THIS MAP FOR MALLARD POINTE, A PLAT COMMUNITY IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

ROBERT D WEST DATE PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 44653

FILED FOR RECORD THIS	DAY OF	2022 AT	M IN BOOK	OF PLATS
AT PAGE	_ AT THE REQUEST OF	ROBERT D WEST.		





CIVIL ENGINEERING LANDSCAPE ARCHITECTURE **PLANNING** SURVEYING

12100 NE 195th St, Suite 300 Bothell, Washington 98011 425.885.7877

# MALLARD POINTE

## (PLAT AMENDMENT) A PLAT COMMUNITY

A PORTION OF THE SW 1/4, OF THE NW 1/4, SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. CITY OF ISSAQUAH, KING COUNTY, WASHINGTON

#### RESTRICTIONS

- 1. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT TO MAKE SLOPES FOR CUTS AND FILLS AS GRANTED TO KING COUNTY AS DISCLOSED BY INSTRUMENT 4797362. (UNABLE TO ACCURATELY LOCATE)
- 2. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT TO MAKE SLOPES FOR CUTS AND FILLS AS GRANTED TO KING COUNTY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 7208290592 (SHOWN HEREON)
- 3. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, AND ENLARGE A SINGLE DISTRIBUTION LINES LINES, AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 8907241206. (SHOWN HEREON)
- 4. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, AND ENLARGE ONE OR MORE ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 8907311451. (SHOWN HEREON)
- 5. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A DRAINAGE EASEMENT CONDEMNED IN KING COUNTY SUPERIOR COURT UNDER CAUSE NUMBER 88-2-12251-2.
- 6. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A SLOPE EASEMENT CONDEMNED IN KING COUNTY SUPERIOR COURT UNDER CAUSE NUMBER 88-2-12251-2.
- 7. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF A CONSERVATION EASEMENT AS GRANTED TO SHOALWATER BAY INDIAN TRIBE, DOING BUSINESS AS PUGET SOUND LAND DEPOSITORY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 9603290407. (SHOWN HEREON)
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR EMERGENCY FIRE ACCESS OVER OTHER PROPERTY AS
  DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 19990730000905.

  (UNABLE TO ACCURATELY LOCATE)
- 9. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT FOR INGRESS AND EGRESS TO MAINTAIN CABLE TELEVISION FACILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20010822000570
- 10. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CONSTRUCTION EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20061205001505 AND 20061222000262. (AFFECTS THE ENTIRE PROPERTY)
- 11. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT FOR PUBLIC ACCESS AND TEMPORARY CONSTRUCTION AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20090603001837. (SHOWN HEREON)
- 12. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20090604000457. (SHOWN HEREON)
- 13. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20090604000458. (UNABLE TO LOCATE)
- 14. THIS SITE IS SUBJECT TO THE RIGHTS INCIDENTAL TO AN EASEMENT FOR PUBLIC PEDESTRIAN AND NON-MOTORIZED TRAIL AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20151231001105. SAID EASEMENT HAS BEEN AMENDED BY
- INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 20190814000892. (SHOWN HEREON)
- 15. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF MALLARD BAY LIFT STATION ULID S-21 PARTICIPATION AND REIMBURSEMENT AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20050210001317.
   16. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF MALLARD BAY LIFT STATION ULID S-21 REIMBURSEMENT AGREEMENT AS
- DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20050210001318.
- 17. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A COST SHARING AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20061205001403.
- 18. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A DEVELOPMENT AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20061211001355.
- 19. THIS SITE IS SUBJECT TO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS AS GRANTED IN DEED RECORDED UNDER RECORDING NUMBER 7307200497 (ROW FOR SE 43RD WAY)
- 20. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF NOTICES OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, RECORDED UNDER RECORDING NUMBERS 9901150609, 20041201000040 AND 20060126001770.
- 21. THIS SITE IS SUBJECT TO A NOTICE OF OBLIGATION TO CONSTRUCT DEVELOPER EXTENSION AGREEMENT WATER AND SEWER IMPROVEMENTS PURSUANT TO CHAPTER 57.22 RCW AND TO PAY ULID S-21 ASSESSMENTS, INCLUDING THE TERMS AND PROVISIONS THEREOF. AS DISCLOSED BY INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 20170103000232.
- 22. THIS SITE IS SUBJECT TO AN UNDERGROUND FACILITIES EASEMENT AND THE RIGHTS INCIDENTAL THERETO AS DISCLOSED BY INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 20190110000904. (SHOWN HEREON)

## EASEMENT PROVISIONS

THE OWNER(S) OF LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF LOTS BENEFITED AS STATED IN THE EASEMENT NOTES OR ANY OTHER PRIVATE EASEMENT SHOWN AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNER(S) OF LAND HEREBY BENEFITED. THE OWNER(S) OF LOT BENEFITED AND ITS ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID UTILITIES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF

HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

- 1. THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOT 3 IS TO THE BENEFIT OF THE OWNERS OF LOTS 2 AND 3. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- 2. THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 4 THROUGH 7 IS TO THE BENEFIT OF THE OWNERS OF LOTS 3 THROUGH 7. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID
- 3. THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 8 THROUGH 10 IS TO THE BENEFIT OF THE OWNERS OF LOTS 8 THROUGH 11. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID
- 4. THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 13 THROUGH 15 IS TO THE BENEFIT OF THE OWNERS OF LOTS 13 THROUGH 16. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID
- 5. THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 17 THROUGH 19 IS TO THE BENEFIT OF THE OWNERS OF LOTS 17 THROUGH 20. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID
- THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 21 THROUGH 24 IS TO THE BENEFIT OF THE OWNERS OF LOTS 21 THROUGH 25. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID FASEMENT
- 7. THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 25 THROUGH 27 IS TO THE BENEFIT OF THE OWNERS OF LOTS 25 THROUGH 28. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID
- 8. THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOT 29 IS TO THE BENEFIT OF THE OWNERS OF LOTS 29 AND 30. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- 9. THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 33 AND 34 IS TO THE BENEFIT OF THE OWNERS OF LOTS 32 THROUGH 34. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- 10. THE 15' PRIVATE DRAINAGE EASEMENT SHOWN ON TRACT B IS TO THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 34. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

#### NOTES

- 1. THE MALLARD POINTE HOME OWNERS ASSOCIATION WAS ESTABLISHED WITH THE SECRETARY OF STATE ON FEBRUARY 20, 2020. LOTS 1 THROUGH 34 IN THIS SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MALLARD POINTE HOME OWNERS ASSOCIATION, RECORDED UNDER KING COUNTY RECORDING NUMBER 2020022600116842.
- 2. COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R) ESTABLISHING A HOMEOWNER'S ASSOCIATION; GOVERNANCE STRUCTURE; AND FLEXIBLE SYSTEM OF STANDARDS AND PROCEDURE FOR THE DEVELOPMENT, ADMINISTRATION, MAINTENANCE, AND PRESERVATION OF THE PROPERTIES OF THIS PLAT HAS BEEN RECORDED IN KING COUNTY, WASHINGTON AS A SEPARATE INSTRUMENT UNDER RECORDING NUMBER

### TRACT NOTES

- 1. TRACT A, A CRITICAL AREA/TREE RETENTION/OPEN SPACE TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS FOR SAID TRACT TO THE MALLARD POINTE HOME OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE MALLARD POINTE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 34 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE FACILITIES WITHIN SAID TRACT.
- 2. TRACT B, A CRITICAL AREA/TREE RETENTION/OPEN SPACE TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS FOR SAID TRACT TO THE MALLARD POINTE HOME OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE MALLARD POINTE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 34 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE FACILITIES WITHIN SAID TRACT.
- 3. TRACT C, A PRIVATE ACCESS AND UTILITIES TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS FOR SAID TRACT TO THE MALLARD POINTE HOME OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE MALLARD POINTE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 34 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE ACCESS AND UTILITY FACILITIES WITHIN SAID TRACT.
- 4. TRACT D, STORM DRAINAGE DETENTION TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS FOR SAID TRACT TO THE MALLARD POINTE HOME OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE MALLARD POINTE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE CITY OF ISSAQUAH WILL BE RESPONSIBLE FOR SAID MAINTENANCE OBLIGATIONS PER THE STORM COVENANT.

#### NGPE TRACT NOTE

THIS EASEMENT IS FOR THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, AND PROTECTION OF PLANT AND ANIMAL HABITAT. THIS EASEMENT PROHIBITS, IN PERPETUITY, THE DEVELOPMENT, ALTERATION, OR DISTURBANCE OF VEGETATION WITHIN THE CRITICAL AREA EXCEPT FOR PURPOSES OF HABITAT ENHANCEMENT AS PART OF AN ENHANCEMENT PROJECT THAT HAS RECEIVED PRIOR WRITTEN APPROVAL FROM THE CITY, AND ANY OTHER AGENCY WITH JURISDICTION OVER SUCH ACTIVITY. THIS EASEMENT IMPOSES UPON ALL FUTURE PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE CRITICAL AREA THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE TRACT. THE VEGETATION WITHIN THE CRITICAL AREA SHALL NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY, UNLESS OTHERWISE PROVIDED BY LAW. DEMONSTRATED HEALTH AND SAFETY CONCERNS SHALL BE CONSIDERED BY THE CITY WHEN PERMITTING THE CUTTING, PRUNING OR REMOVAL OF LIVING OR DEAD VEGETATION. THE COMMON AREA BETWEEN THE CRITICAL AREA AND THE AREA OF DEVELOPMENT ACTIVITY SHALL BE DELINEATED BY PERMANENT SURVEY MARKERS, PERMANENT SIGNAGE, AND OTHER DEVICES SUCH AS FENCING AS REQUIRED BY THE CITY, SHALL REMAIN IN PLACE IN DEPORT HETY

## UTILITY EASEMENT PROVISION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ISSAQUAH, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THOSE EASEMENTS IDENTIFIED AS PUBLIC UTILITY EASEMENTS, THE EXTERIOR 7 FEET, PARALLEL WITH AND ADJOINING THE PRIVATE ACCESS AND UTILITY TRACT FRONTAGE OF ALL LOTS AND TRACTS, IN WHICH TO LAY, INSTALL, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDER GROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC TELEPHONE, T.V. AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED, THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE, OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

## S.P.W.S.D. WATER AND SEWER EASEMENT PROVISION

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT OR ITS SUCCESSORS AND ASSIGNS, OVER, UNDER, THROUGH AND UPON THE EASEMENTS SHOWN ON THIS PLAT DESCRIBED AS "S.P.W.S.D. SANITARY SEWER EASEMENT" OR "S.P.W.S.D. WATER EASEMENT" AND AS DESCRIBED BELOW:

- 1. THE EXTERIOR 10.00 FEET, PARALLEL WITH AND ADJOINING THE PRIVATE ACCESS AND UTILITY TRACT FRONTAGE OF LOTS 1 THROUGH 11 AND 13 THROUGH 34.
- 2. TRACT C AND D
- 3. THAT PORTION OF LOTS 5, 6 AND 7 AND TRACTS B AND D DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8, SAID POINT BEING ON THE EASTERLY LINE OF TRACT D; THENCE NO1\*25'15"E, ALONG THE EAST LINE OF SAID TRACT D, 1.64 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NO1°25'15"E 24.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S88°34'45"E, ALONG SAID SOUTH LINE, 7.49 FEET;

THENCE N01°25'15"E 87.94 FEET;
THENCE N88°16'23"W 71.35 FEET;
THENCE N70°43'41"W 280.05 FEET

THENCE N70'43'41"W 280.95 FEET TO THE WESTERLY LINE OF SAID TRACT B AND A POINT ON THE EASTERLY MARGIN OF SOUTHEAST 43RD WAY;

THENCE S38\*35'20"W, ALONG SAID WESTERLY LINE, 161.82 FEET; THENCE N80\*35'05"E 22.10 FEET;

THENCE N30'35 05 E 22.10 FEET; THENCE N34'28'42"E 131.71 FEET;

THENCE S70°43'41"E 282.86 FEET; THENCE S88°16'23"E 62.23 FEET;

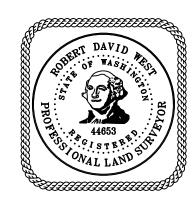
THENCE S01°25'15"W 97.34 FEET;

THENCE S88'16'23"E 4.03 FEET TO THE POINT OF BEGINNING.

- 4. THE WEST 5.00 FEET OF THE SOUTH 10.00 FEET OF THE NORTH 30.00 FEET OF LOT 12.
- 5. THE WEST 22.50 FEET OF THE NORTH 25.00 FEET OF LOT 30.
- 6. THE WEST 22.50 FEET OF THE EAST 135.00 FEET OF THE NORTH 30.00 FEET OF TRACT A

IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE, AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENTS AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAS BEEN APPROVED.

FOR EASEMENTS ACROSS TRACT C, THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND/OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITIONS PRIOR TO PLACEMENT OF THE WATER OR SEWER.





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# MALLARD POINTE

## (PLAT AMENDMENT) A PLAT COMMUNITY

A PORTION OF THE SW 1/4, OF THE NW 1/4, SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. CITY OF ISSAQUAH, KING COUNTY, WASHINGTON

### BASIS OF BEARINGS

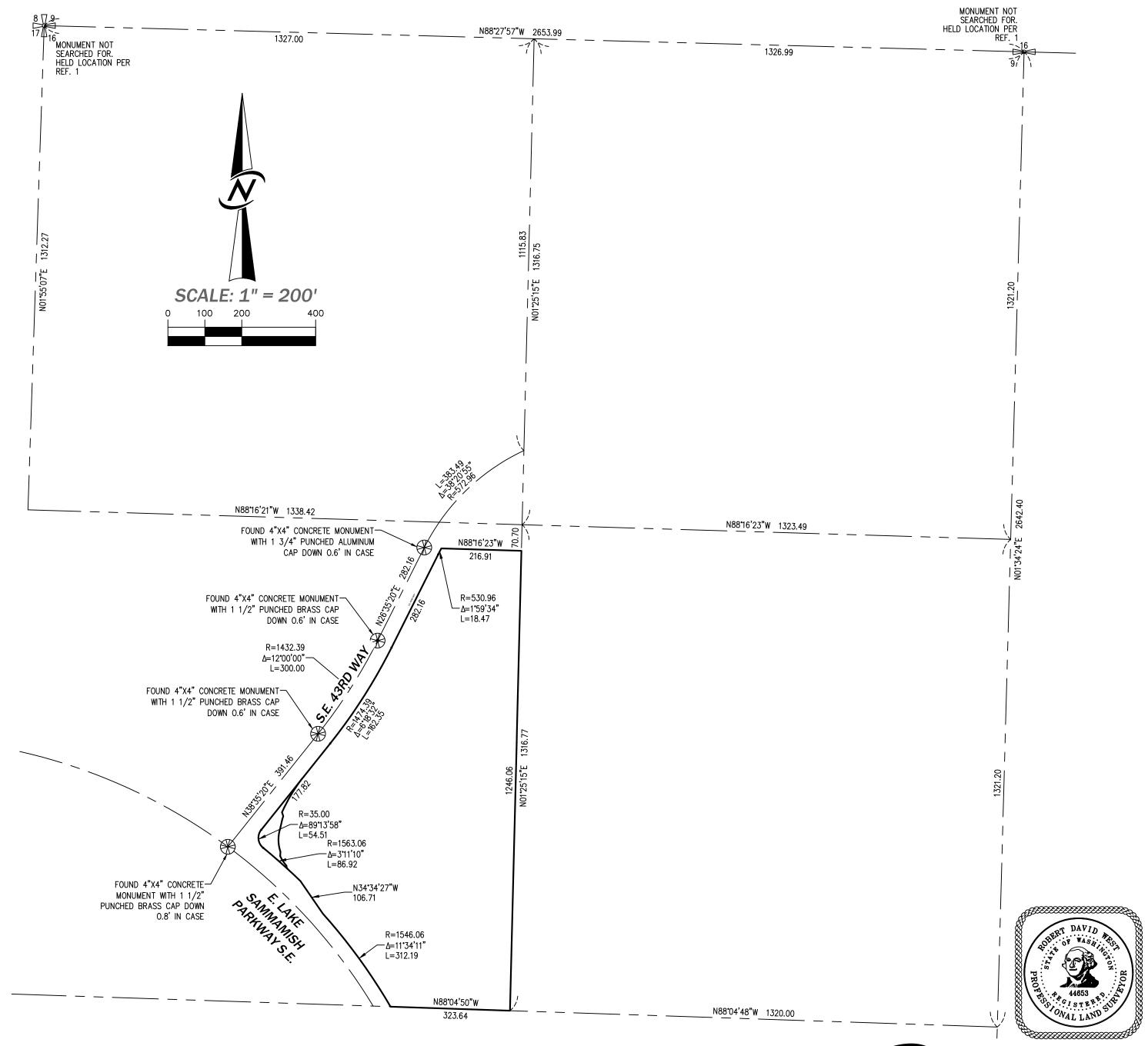
WASHINGTON STATE PLANE, NORTH ZONE.
N32°35'20"E BETWEEN THE MONUMENTS FOUND IN PLACE ON THE CENTERLINE OF S.E. 43RD WAY.

#### REFERENCES

- 1. BOUNDARY SURVEY RECORDED IN VOLUME 61 OF SURVEYS, PAGE 127, RECORDING NUMBER 8806169004, RECORDS OF KING COUNTY, WASHINGTON.
- 2. SEVENTH AMENDMENT TO SURVEY MAP AND PLANS FOR ALTA AT THE LAKE CONDOMINIUM RECORDED IN VOLUME 283 OF SURVEYS, PAGES 18-21, RECORDING NUMBER 20150515000259, RECORDS OF KING COUNTY, WASHINGTON.

#### GENERAL NOTES

- 1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE INSURANCE COMPANY GUARANTEE NUMBER 0169301—16 DATED MAY 28, 2020. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED CHICAGO TITLE GUARANTEE. CORE DESIGN, INC. HAS RELIED WHOLLY ON CHICAGO TITLE'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
- 2. THIS SURVEY REPRESENTS VISIBLE PHYSICAL IMPROVEMENT CONDITIONS EXISTING ON DECEMBER 7, 2016. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN OCTOBER, 2016.
- 3. PROPERTY AREA =  $566,400\pm$  SQUARE FEET (13.0027 $\pm$  ACRES).
- 4. ALL DISTANCES ARE IN FEET.
- 5. THIS IS A FIELD TRAVERSE SURVEY. A THREE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.





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